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22 KAREN C. ALEXANDER

23 **UNITED STATES DISTRICT COURT**
24 **NORTHERN DISTRICT OF CALIFORNIA**

25 KAREN C. ALEXANDER, individually and
26 on behalf of all others similarly situated,

27 Plaintiff,

28 v.

BANK OF AMERICA, N.A.; and BANK OF
AMERICA CORPORATION,

Defendants.

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Attorneys for Defendants BANK OF
AMERICA, N.A. and BANK OF
AMERICA CORPORATION

Case No: 4:18-cv-02814-YGR

STIPULATED PROTECTIVE ORDER
As Modified by the Court

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
7 or responses to discovery and that the protection it affords from public disclosure and use extends
8 only to the limited information or items that are entitled to confidential treatment under the
9 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that
10 this Stipulated Protective Order does not entitle them to file confidential information under seal;
11 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
12 applied when a party seeks permission from the court to file material under seal.

13 2. DEFINITIONS

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
15 information or items under this Order.

16 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c), information exchanged under Federal Rule of Civil Procedure 408, or
19 information entitled to protection under any federal, state, or local privacy laws, including but not
20 limited to the Gramm-Leach-Bliley Act.

21 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
22 well as their support staff).

23 2.4 Designating Party: a Party or Non-Party that designates information or items that it
24 produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.5 Disclosure, Discovery, or ADR Material: all items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among other things,
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures, responses
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1 to discovery, or in connection with Alternative Dispute Resolution efforts in this matter.

2 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
3 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
4 consultant in this action, unless and until such person is excluded by order of the Court.

5 2.7 In-House Counsel: attorneys who are employees of a Party to this action. In-House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal
8 entity not named as a Party to this action.

9 2.9 Outside Counsel of Record: attorneys who are not employees of a Party to this action
10 but are retained to represent or advise a Party to this action and have appeared in this action on
11 behalf of that Party or are affiliated with a law firm that has appeared on behalf of that Party,
12 including support staff.

13 2.10 Party: any party to this action, including all of its officers, directors, employees,
14 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

15 2.11 Producing Party: a Party or Non-Party that produces Disclosure, Discovery, or ADR
16 Material in this action.

17 2.12 Professional Vendors: persons or entities that provide litigation support services
18 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
19 storing, or retrieving data in any form or medium) and their employees and subcontractors.

20 2.13 Protected Material: any Disclosure, Discovery, or ADR Material that is designated as
21 “CONFIDENTIAL.”

22 2.14 Receiving Party: a Party that receives Disclosure, Discovery, or ADR Material from
23 a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected Material (as
26 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
27 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
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1 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
2 However, the protections conferred by this Stipulation and Order do not cover the following
3 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
4 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
5 publication not involving a violation of this Order, including becoming part of the public record
6 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
7 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
8 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
9 Protected Material at trial shall be governed by a separate agreement or order.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed by this
12 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
13 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
14 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
15 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
16 time limits for filing any motions or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
19 Non-Party that designates information or items for protection under this Order must take care to
20 limit any such designation to specific material that qualifies under the appropriate standards. Mass,
21 indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly
22 unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
23 retard the case development process or to impose unnecessary expenses and burdens on other
24 parties) expose the Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it designated for
26 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
27 that it is withdrawing the mistaken designation.
28

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
2 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
3 Disclosure, Discovery, or ADR Material that qualifies for protection under this Order must be
4 clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
7 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the
8 legend “CONFIDENTIAL” to each page that contains protected material. For information in non-
9 static documentary form (e.g., spreadsheets) for which the application of the legend
10 “CONFIDENTIAL” is impractical, a slip or cover sheet with the legend “CONFIDENTIAL” shall
11 be provided.

12 A Party or Non-Party that makes original documents or materials available for inspection
13 need not designate them for protection until after the inspecting Party has indicated which material it
14 would like copied and produced. During the inspection and before the designation, all of the material
15 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
16 identified the documents it wants copied and produced, the Producing Party must determine which
17 documents qualify for protection under this Order. Then, before producing the specified documents,
18 the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected
19 Material.

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
21 Designating Party identify all protected testimony (i) on the record, before the close of the
22 deposition, hearing, or other proceeding, or (ii) up to 30 days after receipt of the transcript of the
23 deposition, hearing, or other proceeding. During the 30-day period for designation, a transcript shall
24 be treated as if it has been designated “CONFIDENTIAL” unless otherwise agreed by the Parties.

25 (c) for information produced in some form other than documentary and for any other
26 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
27 containers in which the information or item is stored the legend “CONFIDENTIAL.”
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1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the Designating Party's
3 right to secure protection under this Order for such material. Upon timely correction of a
4 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
5 accordance with the provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
8 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
9 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
10 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
11 confidentiality designation by electing not to mount a challenge promptly after the original
12 designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
14 by providing written notice of each designation it is challenging and describing the basis for each
15 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
16 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
17 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
18 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
19 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
20 Party must explain the basis for its belief that the confidentiality designation was not proper and
21 must give the Designating Party an opportunity to review the designated material, to reconsider the
22 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
23 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
24 has engaged in this meet and confer process first or establishes that the Designating Party is
25 unwilling to participate in the meet and confer process in a timely manner.

26 6.3 **Judicial Intervention. If the Parties cannot resolve a challenge without court**
27 **intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding**
28 **Discovery and Discovery Motions. The parties may file a joint letter brief regarding retaining**

1 confidentiality within 21 days of the initial notice of challenge or within 14 days of the parties
2 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier.
3 Failure by a Designating Party to file such discovery dispute letter within the applicable 21 or
4 14 day period (set forth above) with the Court shall automatically waive the confidentiality
5 designation for each challenged designation. If, after submitting a joint letter brief, the Court
6 allows that a motion may be filed, any such motion must be accompanied by a competent
7 declaration affirming that the movant has complied with the meet and confer requirements
8 imposed in the preceding paragraph. The Court, in its discretion, may elect to transfer the
9 discovery matter to a Magistrate Judge.

10 In addition, the parties may file a joint letter brief regarding a challenge to a
11 confidentiality designation at any time if there is good cause for doing so, including a challenge
12 to the designation of a deposition transcript or any portions thereof. If, after submitting a
13 joint letter brief, the Court allows that a motion may be filed, any motion brought pursuant to
14 this provision must be accompanied by a competent declaration affirming that the movant has
15 complied with the meet and confer requirements imposed by the preceding paragraph. The
16 Court, in its discretion, may elect to refer the discovery matter to a Magistrate Judge.

17 The burden of persuasion in any such challenge proceeding shall be on the Designating
18 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
19 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
20 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
21 file a letter brief to retain confidentiality as described above, all parties shall continue to afford
22 the material in question the level of protection to which it is entitled under the Producing
23 Party's designation until the court rules on the challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
28 the categories of persons and under the conditions described in this Order. When the litigation has
been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL

1 DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a location and in a
3 secure manner that ensures that access is limited to the persons authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
5 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
8 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
9 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
10 attached hereto as Exhibit A;

11 (b) the officers, directors, and employees (including In-House Counsel) of the Receiving
12 Party to whom disclosure is reasonably necessary for this litigation;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
14 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
15 to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
18 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
21 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
22 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
24 bound by the court reporter and may not be disclosed to anyone except as permitted under this
25 Stipulated Protective Order.

26 (g) the author or recipient of a document containing the information or a custodian or other
27 person who otherwise possessed or knew the information.

(h) mediators and their staff to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order. A Receiving Party shall not produce “CONFIDENTIAL” documents without receiving a response from the Producing Party as to whether they intend to seek a Protective Order or otherwise negotiate to produce items or information designated as “CONFIDENTIAL”;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this

1 action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in
2 connection with this litigation is protected by the remedies and relief provided by this Order.
3 Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional
4 protections.

5 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
6 Party’s confidential information in its possession, and the Party is subject to an agreement with the
7 Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that some or
9 all of the information requested is subject to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
11 this litigation, the relevant discovery request(s), and a reasonably specific description of the
12 information requested; and

13 (3) make the information requested available for inspection by the Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days
15 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
16 Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a
17 protective order, the Receiving Party shall not produce any information in its possession or control
18 that is subject to the confidentiality agreement with the Non-Party before a determination by the
19 court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
20 seeking protection in this court of its Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
23 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
24 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
25 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
26 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
27 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to
28

1 Be Bound” that is attached hereto as Exhibit A.

2 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain produced material is
4 subject to a claim of privilege or other protection, whether such production was inadvertent or
5 otherwise, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
7 reach an agreement on the effect of disclosure of a communication or information covered by the
8 attorney-client privilege or work product protection, the parties may incorporate their agreement in
9 the stipulated protective order submitted to the court.

10 12. MISCELLANEOUS

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
12 its modification by the court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
14 no Party waives any right it otherwise would have to object to disclosing or producing any
15 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
16 Party waives any right to object on any ground to use in evidence of any of the material covered by
17 this Protective Order.

18 12.3 Filing Protected Material. Without written permission from the Designating Party or a
19 court order secured after appropriate notice to all interested persons, a Party may not file in the
20 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
21 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
22 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
23 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
24 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
25 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
26 to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information
27 in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.
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13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: September 5, 2018

/s/ Robert R. Ahdoot

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8 *Attorneys for Plaintiff and the Putative Class*

9 DATED: September 5, 2018

10 /s/ Brendan E. Radke

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16 Telephone: 415.733.6000

17 Facsimile: 415.677.9041

18 *Attorneys for Defendants*

19 PURSUANT TO STIPULATION, IT IS SO ORDERED.

20 DATED: September 7, 2018

21 
22 Hon. Yvonne Gonzalez Rogers
23 United States District Judge

1
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____ [print or
5 type full address], declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the Northern
7 District of California on [date] in the case of *Alexander v. Bank of America, N.A., et al.*, Case No.
8 18-cv-02814-YGR. I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
11 any manner any information or item that is subject to this Stipulated Protective Order to any person
12 or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the Northern
14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
15 if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone number] as
18 my California agent for service of process in connection with this action or any proceedings related
19 to enforcement of this Stipulated Protective Order.

20 Date: _____

21 City and State where sworn and signed: _____

22 Printed name: _____

23 Signature: _____
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ATTORNEY ATTESTATION

I, Robert Ahdoot, hereby attest that concurrence in the filing of this document has been obtained from the above signatories.

By: /s/ **Robert Ahdoot**
Robert Ahdoot

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